

16623/A
RECORDATION NO. _____ FILED 1425

WHITE & CASE NOV 22 1989 -1 05 PM

1747 PENNSYLVANIA AVENUE, N W
WASHINGTON, D C
333 SOUTH HOPE STREET, LOS ANGELES
200 SOUTH BISCAYNE BOULEVARD, MIAMI
20 PLACE VENDÔME, PARIS
66 GRESHAM STREET, LONDON
BIRGER JARLSGATAN 14 STOCKHOLM

1155 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10036-2787
(212) 819-8200
FACSIMILE (212) 354-8113
TELEX 126201

INTERSTATE COMMERCE COMMISSION

20-5 ICHIBANCHO, CHIYODA-KU, TOKYO
15 QUEEN'S ROAD CENTRAL, HONG KONG
50 RAFFLES PLACE, SINGAPORE
CUMHURİYET CADDESİ 12/10, ISTANBUL
ZIYA UR RAHMAN CADDESİ 17/5 ANKARA
2013 WALI AL-AHD (P O BOX 2256), JEDDAH

NOV 22 1989 -1 05 PM

GJC:DH INTERSTATE COMMERCE COMMISSION 326A032

November 22, 1989

re Documents for Recordation, 49 USC Section 11303

Office of the Secretary
Recordations Unit, Room 2302
Interstate Commerce Commission
12th Street & Constitution Avenue, N.W.
Washington, D.C. 20423

16623
RECORDATION NO. _____ FILED 1425

NOV 22 1989 -1 05 PM

INTERSTATE COMMERCE COMMISSION

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed herewith are an original and two counter-parts of each of the three documents described below, to be recorded today pursuant to Section 11303 of Title 49 of the U.S. Code.

The first document, identified as "Lease Agreement", dated as of October 30, 1989, is a lease and is a primary document.

The names and addresses of the parties to such documents are as follows:

LESSOR: The Connecticut National Bank
777 Main Street
Hartford, CT 06115

LESSEE: The B.F. Goodrich Company
3925 Embassy Parkway
Akron, OH 44313

A short summary of the document to appear in the Index should be as follows:

Countersigned by [Signature]

Lease Agreement dated as of October 30, 1989 between The Connecticut National Bank, not in its individual capacity but solely as trustee, Lessor, and The B.F. Goodrich Company, Lessee, covering up to 380 covered hopper railcars (100 ton), from series identified by the Lessee as: BFGX 1550 to 1749 and BFGX 1750 to 1929.

The second document, identified as "Indenture and Security Agreement", dated as of October 30, 1989, is a loan agreement, and is a ~~primary~~ document which is being filed concurrently with the above-referenced primary document to which recordation numbers have not yet been assigned.

The names and addresses of the parties to such document are as follows:

LESSOR: The Connecticut National Bank
 777 Main Street
 Hartford, CT 06115

INDENTURE Continental Bank, National Association
TRUSTEE: 231 South Lasalle Street
 Chicago, Illinois 60697

A short summary of the document to appear in the Index should be as follows:

Indenture and Security Agreement dated as of October 30, 1989 between The Connecticut National Bank, not in its individual capacity but as Owner Trustee, Lessor, and Continental Bank, National Association, not in its individual capacity but as Indenture Trustee, covering up to 380 covered hopper railcars (100 ton), from series identified by the Lessee as: BFGX 1550 to 1749 and BFGX 1750 to 1929.

The third document, identified as "Lease and Indenture Supplement No. 1", dated November 22, 1989 is a supplement to the Lease Agreement and the Indenture and Security Agreement, and is a secondary document which is being filed concurrently with the above-referenced primary document to which recordation numbers have not yet been assigned.

The names and addresses of the parties to such document are as follows:

LESSOR/OWNER The Connecticut National Bank
TRUSTEE: 777 Main Street
 Hartford, CT 06115

LESSEE: The B.F. Goodrich Company
 3925 Embassy Parkway
 Akron, OH 44313

INDENTURE
TRUSTEE: Continental Bank, National
 Association
 231 Lasalle Street
 Chicago, Illinois 60697

A description of the equipment covered by the document is attached hereto as Schedule A.

A short summary of the document to appear in the Index should be as follows:

Lease and Indenture Supplement No. 1 dated November 22, 1989 among The Connecticut National Bank, not in its individual capacity but as Lessor/Owner Trustee, The B.F. Goodrich Company, Lessee and Continental Bank, National Association, not in its individual capacity but as Indenture Trustee, covering 200 covered hopper railcars (100 ton).

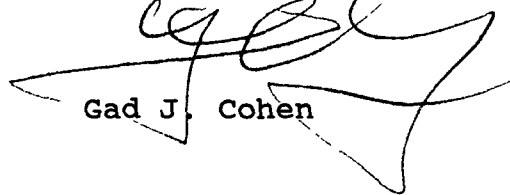
A check for the required recordation fee of ^{45.00}~~\$35.00~~ is enclosed. Please return the originals and any extra copies not needed by the Commission for recordation to the undersigned.

Ms. Mildred Lee

-4

The undersigned certifies that he is acting as counsel to The B.F. Goodrich Company, as Lessee, for purposes of this filing and that he has knowledge of the matters set forth in the above-described documents.

Very truly yours,



Gad J. Cohen

Enclosures

cc: Casimir C. Patrick, III, Esq.
Clifford J. Hendel, Esq.
Harriet Robinson, Esq.

NOV 22 1989 -1 05 PM

INTERSTATE COMMERCE COMMISSION

LEASE AND INDENTURE SUPPLEMENT NO. 1

Dated November 22, 1989

Among

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity but solely as trustee,
Lessor/Owner Trustee,

THE B.F. GOODRICH COMPANY,
Lessee

and

CONTINENTAL BANK, NATIONAL ASSOCIATION,
not in its individual capacity but solely as trustee,
Indenture Trustee

200 ACF 100-TON COVERED HOPPER CARS

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT AND TO THE RAILCARS COVERED HEREBY ON THE PART OF THE CONNECTICUT NATIONAL BANK, AS OWNER TRUSTEE, HAS BEEN ASSIGNED TO AND IS SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF CONTINENTAL BANK, NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE UNDER AN INDENTURE AND SECURITY AGREEMENT DATED AS OF OCTOBER 30, 1989. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY CONTINENTAL BANK, NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGE THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION PURSUANT TO
49 U.S.C. § 11303 ON November ___, 1989
AT __:___ RECORDATION NUMBER ____

THIS LEASE AND INDENTURE SUPPLEMENT NO. 1, dated November 22, 1989, among THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement dated as of October 30, 1989 (the "Trust Agreement") with CROSSLAND SAVINGS, FSB, THE B.F. GOODRICH COMPANY, a New York corporation ("Lessee") and CONTINENTAL BANK, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely As Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H :

WHEREAS, Lessor, Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement (the "Lease"), and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement (the "Indenture"), each dated as of October 30, 1989 (capitalized terms used herein without definitions having the respective meanings set forth in Schedule X to the Lease);

WHEREAS, the Participation Agreement and the Lease provide that on each Closing Date the Lessee shall deliver to Owner Trustee a Bill of Sale dated such date by which the Lessee bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from the Lessee, the Railcars to be conveyed on such Closing Date, and said Bill of Sale has been delivered by the Lessee and accepted by Owner Trustee on such Closing Date;

WHEREAS, the Participation Agreement, the Lease, and the Indenture provide for the execution of a Lease and Indenture Supplement substantially in the form hereof for the purposes of leasing the Railcars under the Lease as and when delivered by the Lessor to the Lessee in accordance with the terms thereof and subjecting such Railcars to the lien of the Indenture;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, the Lessor, the Lessee and the Indenture Trustee hereby agree as follows:

1. The Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Railcars listed on Schedule 1 hereto.

2. The Lessee hereby confirms to Lessor that Lessee has accepted such Railcars for all purposes hereof and of the Lease.

3. The aggregate Lessor's Cost of the Railcars leased hereunder is \$11,003,853 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Railcar leased hereunder are set forth on Schedule 1 hereto. The Stipulated Loss Values and Termination Values for the Railcars leased hereunder are set forth respectively, on Schedules 2 and 3 hereto.

4. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Indenture Supplement No. 1, on each Payment Date to pay Basic Rent to the Lessor for each Railcar leased hereunder as provided for in the Lease.

5. In order to secure the prompt payment of the principal of and Premium, if any, and interest on the Notes issued on the date hereof and on the other Notes, Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto the Indenture Trustee in (i) the Railcars listed on Schedule 1 hereto and (ii) the Lease and this Lease and Indenture Supplement No. 1, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto the Indenture Trustee and its successors and its assigns for its and their own use and benefit forever.

6. All of the provisions of the Lease and the Indenture are hereby incorporated by reference in this Lease and Indenture Supplement No. 1 to the same extent as if fully set forth herein.

7. This Lease and Indenture Supplement No. 1 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

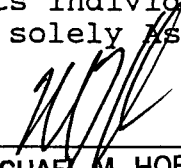
8. THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 IS BEING DELIVERED IN THE STATE OF NEW YORK AND SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 1 to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity but solely as Owner Trustee

By


Name: MICHAEL M. HOPKINS
Title: VICE PRESIDENT

Lessee

THE B.F. GOODRICH COMPANY

By

Name:
Title:

Indenture Trustee

CONTINENTAL BANK, NATIONAL
ASSOCIATION,
not in its individual capacity but solely as Indenture Trustee

By

Name:
Title:

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity but solely As Owner
Trustee

By _____
Name:
Title:

Lessee

THE B.F. GOODRICH COMPANY

By *R. A. McMillan* *BK*
Name: R. A. McMillan
Title: Vice President and Treasurer

Indenture Trustee

CONTINENTAL BANK, NATIONAL
ASSOCIATION,
not in its individual capacity but solely as Indenture
Trustee

By _____
Name:
Title:

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity but solely As Owner
Trustee

By _____
Name:
Title:

Lessee

THE B.F. GOODRICH COMPANY

By _____
Name:
Title:

Indenture Trustee

CONTINENTAL BANK, NATIONAL
ASSOCIATION,
not in its individual capacity but solely as Indenture
Trustee

By _____
Name:
Title: Robert S. Clark
Vice President

STATE OF Connecticut)
COUNTY OF Hartford) ss.: Hartford

On this 14th day of November, 1989, before me personally appeared MICHAEL M. HOPKINS, to be personally known, who, being by me duly sworn, says that he is Vice President of The Connecticut National Bank, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

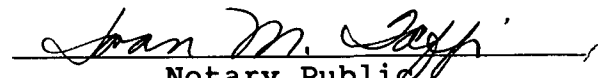
Michelle K. Blezard
Notary Public

My Commission Expires:

MICHELLE K. BLEZARD
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1994

STATE OF OHIO)
 : SS.:
CITY OF AKRON)

On this 14th day of November, 1989, before me personally appeared Robert A. McMillan, to me personally known, who, being by me duly sworn, says that he is Vice President and Treasurer of The B.F. Goodrich Company, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires:

JOAN M. TAFFI, Notary Public
State of Ohio - Resident County, Summit
My Commission Expires 10/6/94

STATE OF Illinois)
COUNTY OF COOK) ss.:

On this 15th day of November, 1989, before me personally appeared ROBERT S. CLARK, to be personally known, who, being by me duly sworn, says that she is VICE PRESIDENT of Continental Bank, National Association, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

V. Washington
Notary Public

My Commission Expires: 9-20-92



SCHEDULE 1SCHEDULE OF RAILCARS TO BE DELIVERED

<u>Quantity of Railcars</u>	<u>Serial Numbers</u>	<u>Cost per Railcar</u>	<u>Lessor's Cost</u>
111	BFGX 1550- 1608; 1610- 1644; 1646- 1649; 1652- 1655; 1658; 1663; 1665- 1666; 1668- 1670; 1672; 1674.	\$55,073.00	\$ 6,113,103
14	BFGX 1609; 1645; 1650- 1651; 1656- 1657; 1659- 1662; 1664; 1667; 1671; 1673.	\$54,853.00	\$ 767,942
50	BFGX 1675- 1699; 1702; 1704-1706; 1708-1710; 1715; 1721; 1726; 1728; 1730-1732; 1737-1746; 1748.	\$54,972.56	\$ 2,748,628
25	BFGX 1700- 1701; 1703; 1707; 1711- 1714; 1716- 1720; 1722- 1725; 1727 1729; 1733- 1736; 1747; 1749.	\$54,967.20	\$ 1,374,180
<hr/> TOTAL	<hr/> 200	<hr/> TOTAL	<hr/> \$11,003,853

SCHEDULE 2
to
Lease and Indenture
Supplement No. 1

STIPULATED LOSS VALUE

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of Premium, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost^{2/}</u>
15 MAR 1990	105.66235697
15 JUN 1990	106.53476736
15 SEP 1990	107.37800304
15 DEC 1990	108.15266582
15 MAR 1991	107.56111976
15 JUN 1991	108.23049832
15 SEP 1991	108.83020020
15 DEC 1991	109.17977946
15 MAR 1992	108.43859489
15 JUN 1992	108.89085127
15 SEP 1992	109.29480672
15 DEC 1992	109.67269248
15 MAR 1993	108.44117058
15 JUN 1993	108.75222232
15 SEP 1993	109.03073182
15 DEC 1993	109.28582350
15 MAR 1994	107.79393477
15 JUN 1994	108.00344850
15 SEP 1994	108.18411869
15 DEC 1994	108.34521596
15 MAR 1995	106.60450899
15 JUN 1995	106.72304135
15 SEP 1995	106.81357977

^{2/} In addition to the percentages set forth herein, Stipulated Loss Values shall be increased to include an amount equal to the Premium, if any.

Payment Date

Percentage of
Lessor's Cost

15 DEC 1995	104.88319583
15 MAR 1996	104.87386777
15 JUN 1996	104.90320646
15 SEP 1996	104.91347653
15 DEC 1996	104.91347653
15 MAR 1997	102.66371045
15 JUN 1997	102.66371045
15 SEP 1997	102.66371045
15 DEC 1997	102.66371045
15 MAR 1998	100.20381623
15 JUN 1998	100.20381623
15 SEP 1998	100.20381623
15 DEC 1998	100.20472054
15 MAR 1999	95.69379226
15 JUN 1999	95.69379226
15 SEP 1999	95.69995447
15 DEC 1999	95.72044666
15 MAR 2000	90.90855773
15 JUN 2000	90.90855773
15 SEP 2000	90.91517782
15 DEC 2000	90.93715151
15 MAR 2001	85.85138454
15 JUN 2001	85.85138454
15 SEP 2001	85.85830071
15 DEC 2001	85.88146568
15 MAR 2002	80.50764983
15 JUN 2002	80.50764983
15 SEP 2002	80.51486546
15 DEC 2002	80.53927284
15 MAR 2003	74.86140673
15 JUN 2003	74.86642387
15 SEP 2003	74.89213636
15 DEC 2003	74.93643938
15 MAR 2004	68.90843140
15 JUN 2004	68.92808440
15 SEP 2004	68.97386279
15 DEC 2004	69.03984658
15 MAR 2005	62.64197324
15 JUN 2005	62.75264453
15 SEP 2005	62.89316849
15 DEC 2005	63.05724072
15 MAR 2006	56.15521748
15 JUN 2006	56.37141419
15 SEP 2006	56.62227979
15 DEC 2006	56.90095013
15 MAR 2007	49.45565145
15 JUN 2007	49.79556205
15 SEP 2007	50.17558059
15 DEC 2007	50.58823447
15 MAR 2008	42.55778063
15 JUN 2008	33.19032192
15 SEP 2008	33.72858242
15 DEC 2008	34.33136193
15 MAR 2009	34.99999988

SCHEDULE 3
to
Lease and Indenture
Supplement No. 1

TERMINATION VALUE

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any Premium, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost^{3/}</u>
15 MAR 1990	105.66235697
15 JUN 1990	106.55476736
15 SEP 1990	107.37800304
15 DEC 1990	108.15266582
15 MAR 1991	107.56111976
15 JUN 1991	108.23049832
15 SEP 1991	108.83020020
15 DEC 1991	109.37977946
15 MAR 1992	108.43859489
15 JUN 1992	108.89085127
15 SEP 1992	109.29480672
15 DEC 1992	109.67269248
15 MAR 1993	108.44117058
15 JUN 1993	108.75222232
15 SEP 1993	109.03073182
15 DEC 1993	109.28582350
15 MAR 1994	107.79593477
15 JUN 1994	108.00344850
15 SEP 1994	108.18411869
15 DEC 1994	108.34521596
15 MAR 1995	106.60450899
15 JUN 1995	106.72304135
15 SEP 1995	106.81357977

^{3/} In addition to the percentages set forth herein, Stipulated Loss Values shall be increased to include an amount equal to the Premium, if any.

Payment Date

Percentage of
Lessor's Cost

15 DEC 1995	106.88319583
15 MAR 1996	104.87386777
15 JUN 1996	104.90320646
15 SEP 1996	104.91347653
15 DEC 1996	104.91347653
15 MAR 1997	102.66371045
15 JUN 1997	102.66371045
15 SEP 1997	102.66371045
15 DEC 1997	102.66371045
15 MAR 1998	100.20381623
15 JUN 1998	100.20381623
15 SEP 1998	100.20381623
15 DEC 1998	100.20472054
15 MAR 1999	95.69379226
15 JUN 1999	95.69379226
15 SEP 1999	95.69995447
15 DEC 1999	95.72044466
15 MAR 2000	90.90855773
15 JUN 2000	90.90855773
15 SEP 2000	90.91517782
15 DEC 2000	90.93715151
15 MAR 2001	85.85138454
15 JUN 2001	85.85138454
15 SEP 2001	85.85830071
15 DEC 2001	85.88146568
15 MAR 2002	80.50764983
15 JUN 2002	80.50764983
15 SEP 2002	80.51486546
15 DEC 2002	80.53927284
15 MAR 2003	74.86140673
15 JUN 2003	74.86642387
15 SEP 2003	74.89213636
15 DEC 2003	74.93643938
15 MAR 2004	68.90843140
15 JUN 2004	68.92808440
15 SEP 2004	68.97386279
15 DEC 2004	69.03984658
15 MAR 2005	62.64197324
15 JUN 2005	62.75264453
15 SEP 2005	62.89316849
15 DEC 2005	63.05724072
15 MAR 2006	56.15521748
15 JUN 2006	56.37141419
15 SEP 2006	56.62227979
15 DEC 2006	56.90095013
15 MAR 2007	49.45565145
15 JUN 2007	49.79556205
15 SEP 2007	50.17558059
15 DEC 2007	50.58823447
15 MAR 2008	42.55778063
15 JUN 2008	33.19032192
15 SEP 2008	33.72858242
15 DEC 2008	34.33136193
15 MAR 2009	34.99999988